

**AGREEMENT**  
**BETWEEN**  
**THE BOROUGH OF FORT LEE**  
**AND**  
**NJELU LOCAL NO. 1**  
**(FORT LEE DEPARTMENT HEAD UNIT)**

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**JANUARY 1, 2002 through DECEMBER 31, 2005**

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**PREAMBLE**

This Agreement made this *1<sup>st</sup>* day of *January*, 2002, by and between the Borough of Fort Lee, a municipal corporation of the State of New Jersey (hereinafter the "Borough"), and New Jersey Employee Labor Union, Local 1, Fort Lee Department Head Unit (hereinafter, the "Union").

**WITNESSETH:**

**WHEREAS**, the parties hereto desire to reach an amicable understanding with respect to the employer-employee relations existing between them and to enter into a complete Agreement concerning the terms and conditions of employment;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

**ARTICLE I**  
**RECOGNITION**

1.1 The Borough recognizes the Union as the sole and exclusive agent for all annual salaried permanently classified employees of the Borough covered by the titles listed on Schedule A attached hereto together with any future employees of the Borough who may be hired into titles not included in Schedule A but which are within the class of titles generally considered and accepted to be "Department Head" titles. Such employees shall be considered the "bargaining unit". The term "employees" used hereinafter shall refer to members of the bargaining unit. This Agreement shall be deemed to be binding upon all members of the bargaining unit and upon the Borough.

## ARTICLE II

### MANAGEMENT OF THE BOROUGH'S AFFAIRS

2.1 The Union recognizes that areas of responsibility are reserved to the Borough, if the governing body of the Borough is to serve the public effectively. The Borough shall at all times, subject to and consistent with the provisions of this Agreement and applicable State or Federal Law, have exclusive control of all matters relating to the right to manage the affairs of the Borough, the conduct of this business and operations, the direction of its working forces, the alteration of work week or schedules, the general management of its physical properties, the care and use of all its equipment, machinery and materials, the right to hire, direct and schedule employees, and to transfer, discharge or suspend employees, and the unequivocal right to contract for goods and services. Before exercising this right, the Borough agrees to give reasonable consideration to the job security of the employees in the bargaining unit as one of the factors in reaching a decision. Nothing in this section shall be construed to deny any employee his or her rights under Civil Service laws or regulations, or the New Jersey Employer-Employee Relations Act or regulations thereunder.

## ARTICLE III

### MEDICAL AND MISCELLANEOUS BENEFITS

#### 3.1 Medical Benefits

(a) The Borough shall continue for the term of this contract the same or equivalent medical benefits consisting of Blue Cross, Blue Shield (1420 series), with Rider J coverage and a major medical plan.

(b) The Borough shall provide a disability income plan at least equal to the disability income plan presently being offered through the State of New Jersey under its Health Benefits Plan. The said disability income plan shall be provided either through the State Health Benefits Plan or through a private insurance plan, at the option of the Borough. The premium for such plan shall be paid one-half by the Borough and one-half the employee.

##### 3.1.1 Medical Coverage after Retirement/Disability

Whenever an employee has served twenty-five (25) years or more with the P.E.R.S., the Borough shall provide such employee (and his or her dependents) with medical coverage under and pursuant to the State Health Benefits Program.

This is intended to include those employees who retired on disability pensions to the extent said coverage is afforded under Chapter 88 of Public Law 1974.

The Borough reserves the right to obtain equivalent medical coverage through a private carrier, but in no event shall the Borough be liable to an employee for reimbursement or payment of medical bills beyond the extent of coverage afforded by the State Health Benefits Program.

3.2 Seniority in Scheduling In the event of a conflict among employees regarding the scheduling of leave, etc., seniority within the Borough's permanent title as listed with the New Jersey Department of Personnel for the State of New Jersey shall be determinative.

3.3 Funeral Leave In the event of the death of a member of the immediate family of an employee, and after notifying his or her superior, the said employee shall be entitled to a funeral leave of the next three (3) working days, with pay, which leave shall be in addition to sick leave as set forth hereinafter in this Agreement. In the event of the death of the immediate family member who resides 100 or more miles from the employee's residence, said employee shall be entitled to one (1) additional working day. "Immediate Family" is hereby defined as the employee's spouse, children, father, mother, father-in-law, mother-in-law, sister, brother, grandparents, grandparents-in-law, brother-in-law, and sister-in-law, and any relative of the employee or employee's spouse actually living in the employee's home.

3.4 Death of Aunt or Uncle In the event of the death of an employee's aunt or uncle and in the event such relative was not actually living in the employee's home at the time of his/her death, after notifying the Borough Administrator, the said employee shall be entitled to a funeral leave of one (1) working day with pay, which leave shall be in addition to sick leave as set forth hereinafter in this Agreement.

3.5 Payroll Deduction Payroll deductions for dues may be made upon the submission by the Union of notification by the employee authorizing the deduction of dues from pay. The Borough Treasurer shall forward dues to the Union at regular intervals. Employees shall have the right to withdraw authority for deduction of dues in accordance with New Jersey Statutes.



3.6     Dental Insurance Plan     The Borough shall provide at its own cost and expense a dental insurance plan sponsored by the New Jersey Dental Services Plan, Inc. (Delta), described as Program III-B, with orthodontic coverage as set forth in a proposal by Delta dated October 25, 1982, a copy of which is acknowledged as received by both parties. Payment shall be made on UCR basis with a \$25.00 deductible. The Borough has the right to change the insurance carrier or institute a self insurance program so long as equivalent benefits and coverages are provided.

3.7     Prescription Plan     The Borough shall provide a Five Dollar (\$5.00) co-pay prescription plan for such covered employee and his/her dependents, but not to exceed a cost of more than \$541.00 per annum. The parties shall meet to discuss changes in the program in order to keep the cost under \$541.00 per annum per family.

3.8     Date of Hire     For the purposes of this Agreement, an employee's date of hire shall be his/her most recent date of hire in the Borough of Fort Lee.

## **ARTICLE IV**

### **CONTINUED WORK OPERATIONS**

4.1 The parties agree that there shall be no action by either of them in violation of any State of Federal Law. There shall be no strikes or any kind, lockouts, walkouts, retarding of work, slow-down, or any stoppage of work by either party or any members or officers thereof during the term of this Agreement or pending a decision by arbitration, nor will either party or any members, representatives of officers thereof directly or indirectly aid, assist or be connected in any manner whatsoever with any of the aforesaid acts.

## ARTICLE V

### WAGES

#### 5.1 Job Classifications

Each employee shall be employed in a job classification approved by the New Jersey Department of Personnel, which classification shall be the basis of compensation of all employees. The parties recognize that each particular employee's classification is subject to the review, approval and modification of the Department of Personnel. Each employee in those classifications listed in Schedule A attached hereto shall receive compensation as set forth on Schedule C.

If an employee is hired, promoted or transferred to any Department Head title position whose classification has not been provided for in Schedule A, then the Borough shall place said job classification in the grade level which most closely reflects the relative difficulty of work and responsibility in said classification in relation to the other classifications of Schedule A and said positions shall be compensated accordingly.

5.2 Promotions. In the event an employee in a current bargaining unit of the Borough, including this bargaining unit, is promoted into a Department Head position within the scope of this Agreement, that employee shall receive a minimum increase of 7.0% of their then current salary in the position from which they are promoted. Within ten days of making a promotion for a unit employee, the Borough will notify the Union in writing of the identity and promotional title.

In the event the salary for the position to which the employee is being promoted exceeds 7.0% of the then current salary of the employee to be promoted, before the salary of that employee is finalized the Borough shall meet and consult with the representatives of the appropriate bargaining unit.

5.3     Salary Increases

Effective 01/01/02 wages shall be increased by 3.75%. See Schedule C-1.

Effective 01/01/03 wages shall be increased by 3.75%. See Schedule C-2.

Effective 01/01/04 wages shall be increased by 3.50%. See Schedule C-3.

Effective 01/01/05 wages shall be increased by 3.50%. See Schedule C-4.

5.4     Transportation Assistance     Each employee shall receive an additional \$160 above his/her base salary in each year of the Agreement in compensation for prior elimination of the use of the Borough vehicles. This amount shall be added to the base prior to the compounding of each raise.

5.6     Stipend     Each employee shall receive an additional \$600 above his/her base salary in each year of the Agreement as a stipend. This amount shall not be added to the base salary, however, this amount shall be applied for pension purposes.

## ARTICLE VI

### SICK LEAVE

6.1 Every employee, in addition to his or her annual vacation leave with pay, is hereby granted the following sick leave, as hereinafter defined, with pay in and for each calendar year:

(a) From the date of hire through 12/31 of the initial year of hire, one (1) working day for every month of service;

(b) Beginning with the first calendar year following the date of hire, 1.25 working days for each month of service.

6.2 If any such employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his or her credit from year to year without limitation and such employee shall be entitled to such accumulated sick leave days with pay and if and when needed, in which event the earliest accumulated sick leave days shall be deemed to be those first used.

6.2.1 No employee who may be disabled, either through injury or illness, as a result of or arising from his or her employment, shall not be required to utilize accumulated sick leave during such period of disability. During such disability, the Borough shall pay to such employee his or her full salary from the date of the incident to a period of time not to exceed one (1) year. The employee shall endorse over to the Borough all workers' compensation checks received by the employee representing payments for temporary disability, during the period that the Borough is making payments to the employee of the employee's full salary.

6.2.2 The Employee shall be required to present evidence by a certificate of a treating physician, that he/she is unable to work, and the Borough may reasonably require the said employee

to present such certificate from time to time. The Borough at its option may require the employee to be examined by a physician of the Borough's selection. In the event that the Borough's physician determines that the employee's disability is not work connected, or that the period of disability has ended, then the employee shall have time lost charged to his accumulated available sick leave or suffer a loss of pay, depending upon circumstances. If there is a dispute as to the causal connection of the disability or as to the period of disability, then and in that event the burden shall be upon the employee to establish such period of disability by obtaining a judgment in the Division of Worker's Compensation or by the final decision of the last reviewing court shall be binding upon the parties.

6.2.3. All sick leave accumulated from prior to January 1, 1983 shall be carried over and shall not be lost.

6.3 In an employee voluntarily resigns or retires or dies any time after completing five (5) years of service with the Borough, said employee or the employee's estate shall receive, in addition to any other terminal pay as provided hereinafter, a payment equal to one-half of said employee's accumulated unused sick leave days calculated at the rate of said employee's base daily compensation at the time of voluntary resignation or retirement or death time the number of unused sick days the employee has accumulated; provided, however,

(a) Said payment shall in no event exceed 120 days of compensation (one-half of a maximum of 240 allowable accumulated sick leave days), not to exceed the sum of \$20,000 (New employees only); and

(b) In calculating said payment, no unused sick leave days accumulated prior to January, 1971, shall be counted.

6.4 Sick leave is hereby defined to mean absence from post or duty of an employee because of illness, accident, exposure to contagious disease, attendance upon a seriously ill member of the employee's immediate family, requiring the care or attendance of such employee. A certificate of a licensed physician in attendance shall be required as sufficient proof of need of absence of the employee or the need of the employee's attendance upon a member of the employee's immediate family, if said absence exceeds three (3) working days. In the case of any absence due to contagious disease, a certificate from the Department of Health shall be required in addition to the foregoing.

6.5 If an employee commences work on any day and thereafter leaves work by reason of sickness before or upon having completed half of the regular working hours of his position, he shall be deemed to have used one-half of one (1) allowable sick leave day. If, however, an employee commences work on any day and thereafter leaves by reason of sickness after having completed more than one-half of the regular working hours of his position, he shall be paid for the entire day and no sick leave day or fraction thereof shall be deemed to have been used.

6.5.1 Sick Leave Cash-Out

Effective January 1, 2002, employees may exercise the option on an annual basis, to cash-out up to 15 sick days each November 1 at 80% of the current sick day value. Unit employees may exercise the option and request a transfer of any sick time cash out monies into the current ~~VALIC~~ <sup>VALIC</sup> investment fund.

6.6 Donated Sick Leave

(a) All Borough of Fort Lee employees shall be eligible to receive donated sick leave if the employee:

1. Is suffering from a catastrophic health condition or injury which is expected to require a prolonged absence from work by the employee, or is needed to provide care to the member of the employee's immediate family who is suffering from a catastrophic health condition or injury and certified by the Borough physician;

2. Has exhausted all accrued sick and other leave; and

(b) An employee may request that the Borough approve his/her participation in the program, as a leave recipient or leave donor. The employee's supervisor may forward such a request on behalf of the employee for his/her participation in the program as a leave recipient.

1. The employee or supervisor requesting the employee's acceptance as a leave recipient shall submit to the Borough, medical verification from a physician or other licensed health care provider concerning the nature and anticipated duration of the disability resulting from the serious health condition or injury. But the Borough physician can also examine patient and records and has final approval subject to Borough's Administrator's final approval.

2. When the Borough has approved an employee as a leave recipient, the Borough shall, with the employee's consent, post or circulate the employee's name along with those of other eligible employees in a conspicuous manner to encourage the donation of leave time, and shall provide notice to all negotiations representatives of the Borough. (If the employee is unable to consent to the posting, the employee's family may consent on his/her behalf.)

(c) A leave donor shall only donate whole sick days and may not donate more than 10 such days.

1. A leave recipient shall receive no more than 180 sick days in his working career with the Borough, and shall not receive any such days on a retroactive basis.



2. A leave donor shall have remaining at least 10 days of accrued sick leave if donating sick leave.

3. A leave donor may not revoke a leave donation.

4. If a leave donor is not in the same department as the leave recipient, appropriate arrangements shall be made between the departments to verify donor eligibility and adjust leave records. However, the posting requirement set forth above is limited to the recipients appointing authority.

(d) Any unused donated sick leave shall be returned to the leave donor.

(e) Upon retirement, the leave recipient shall not be granted supplemental compensation upon retirement for any unused sick days which he/she had received through the donated leave program.

(f) Despite receipt of donated sick days, all sick time so received and the recipients own sick time listed, shall be counted against time may be due under State or Federal family medical leave laws.

## DESCRIPTIONS

### Neonatal Complications:

Spina Bifida  
Premature Delivery  
Broncho pulmonary Dysplasia  
Cystic Fibrosis  
Congenital Anomaly

### Stroke/Cerebrovascular Accident

### Cardiac Arrest/Heart Surgery

### Terminal Cancer

### Muscular/Neurological Disorders:

Muscular Dystrophy  
Multiple Sclerosis  
Anyothrophich Lateral Sclerosis  
Paralysis  
Polio  
Cerebral Palsy

### AIDS/HIV+ and Complications

### Major Head Trauma/Traumatic Brain Injury:

Head Injury  
Skull Fracture  
Coma

### Spinal Cord Injury

### Limb Amputation with Complications

### Third Degree Burns

### Other:

More than 14 day Hospital Stay  
And Other Cases based on Need and  
Medical Circumstances.

## **ARTICLE VII**

### **PERSONAL LEAVE**

7.1 Every employee shall be entitled to three (3) personal leave days with pay. Unused personal leave days may not be accumulated from year to year. An employee shall not be required to give any reasons or explanation for the taking of a personal leave day with pay as allowed herein. However, the employee shall be required to give reasonable notice, under the circumstances, and the Borough may disapprove selection of a particular day or days in the event that as many as five (5) employees in the department have previously requested the same day, or for any other reason which would seriously affect the operation of the Borough.

## ARTICLE VIII

### TERMINAL PAY

8.1 In addition to any payment made pursuant to other sections hereof, the following terminal leave pay shall be given to any employee after five (5) years of service except any employee terminated for just cause:

(a) Employees with not less than five (5) nor more than fifteen (15) years of service - one-fourth (1/4) of the annual base compensation at time of resignation;

(b) Employees with more than fifteen (15) years of service - one-third (1/3) of the annual base compensation at time of termination.

8.2 This Article shall not apply to those employees hired after the execution of this Agreement.

## ARTICLE IX

### LIFE INSURANCE

9.1 The Borough shall provide and maintain, at its own cost and expense, life insurance with any insurance company licensed to do business in the State of New Jersey in the amount of Ten Thousand Dollars (\$10,000) for each employee in the Borough's service, with an accidental benefit in the face amount of said policy. Said insurance shall provide for the payment, in the event of the employee's death for any cause or reason, of said sum to the beneficiary designated by said employee. Upon reaching age 65 of any active employee, said insurance shall be reduced to the amount of Six Thousand Five Hundred Dollars (\$6,500.00) for each such employee. Upon the regular retirement of an employee who is at least age 62, and who has been employed by the Borough for ten (10) or more years, the Borough shall continue such life insurance coverage (or may self-insure) in the amount of Ten Thousand Dollars (\$10,000.00) until said employee attains the age of 65, at which time the insurance shall be reduced to the amount of Six Thousand Five Hundred Dollars (\$6,500.00).

9.2 Except for retirement, such insurance shall terminate upon the employee's termination of employment with the Borough except that the employee shall be permitted to continue such insurance if the employee pays the premium.

9.3 If any employee covered by this Agreement is also serving as a volunteer fireman, the Borough shall provide a separate life insurance for said employee at the same coverage as is provided for volunteer firemen generally, in addition to the insurance to be provided herein, with the exception that this additional life insurance will not be provided after the retirement of the employee.

9.4 If permitted by the insurance company, employees shall be given the option of increasing the amount of life insurance set forth above, provided, however, that any increase in premium attributable to any such increase in coverage shall be paid by the employee.

9.5 Claims for payment under the said life insurance policy must be made within one (1) year of the date of death of the employee or the claim shall be considered as being waived.

## **ARTICLE X**

### **SHOP STEWARDS**

10.1 No more than four (4) shop stewards shall be elected by the employees. In the event that more than four (4) shop steward is elected, each shop steward shall represent a different department in the Borough.

10.2 The Union shall notify the Borough in writing within five (5) days of the election of the names of the shop stewards who have been so elected to represent the said employees.

10.3 One duly-elected shop steward of the Union, to be selected by the Union, shall be given time off with pay to attend scheduled grievance meetings and hearings relating to a grievance by an employee, if such meetings and hearings are scheduled during the shop stewards's working hours.

10.4 One duly-elected shop steward of the Union shall be limited to one instance per year of time off with pay to attend meetings of associations or organizations, which meeting relates to the responsibility or concerns of the shop steward, if such meeting occurs during a time that the shop steward's scheduled to work. A duly-elected shop steward shall give his or her Department Head five (5) days notice of such a meeting and the general subject of the meeting. Attendance at such meetings shall not unreasonably interfere, in the discretion of the Department Head, with the operations of the Borough, or the department in which the shop stewards works.

10.5 The Union and shop stewards shall not call any employee away from his or her work station if it interferes with the operations of the Borough.

## ARTICLE XI

### GRIEVANCE PROCEDURE

11.1 Any disagreement arising out of the interpretation or application of this Agreement, except any disagreement relating to a disciplinary measure taken by the Borough which is appealable to the New Jersey Department of Personnel under New Jersey Department of Personnel rules and regulations, may be deemed a grievance which shall be settled and determined according to the following procedure:

STEP 1: The employee and/or the Union shall, within ten (10) days after either the occurrence of the event or acts which gave rise to a grievance, or the date on which the employee knew or should have known of such event or acts, orally discuss the matter with the supervisor of his or her department with the objective of resolving the matter informally. The supervisor of his or her department shall, within three (3) days thereafter, communicate, orally or in writing, his or her decision on the grievance of the employee. If the decision is unsatisfactory to the employee or to the Union, or, if the supervisor fails to communicate his or her decision within the said three (3) days, the employee or the Union may proceed to Step 2 of this grievance procedure.

STEP 2: Within three (3) days after the denial or failure of relief under Step 1, the employee or the Union may appeal the supervisor's decision to the Borough Administrator. Such appeal shall be in writing and shall set forth the specific nature of the grievance, the facts relating thereto, each specific issue if the supervisor's decision with which the employee or the Union disagrees and the action requested by the Administrator. Within five (5) days after the appeal has been filed with the Administrator, the same shall be orally discussed between the Administrator, the shop steward of the Union, the employee, and the employee's supervisor. Thereafter, the



Administrator shall communicate his/her decision, in writing to the shop steward, the Union, the employee and his supervisor within six (6) days after the conclusion of such oral discussion. In the event the decision is unsatisfactory to the employee or to the Union, either the employee or the Union shall have the right to proceed to Step 3 of this grievance procedure.

STEP 3: Failing settlement at Step 2, the employee or the Union shall, if either intends to appeal, within five (5) days after receipt of the written decision of the Borough Administrator, inform the Borough in writing, delivered to the Municipal Clerk, of their intention to arbitrate the dispute and the matter shall be arbitrated in accordance with Sections 11.5 and 11.6 of the Article.

11.2 An employee may, if he/she so desires, have the shop steward or a representative of the Union who is not an employee of the Borough present at any discussion in any Step of the personal grievance procedure specified in Section 11.1.

11.3 All steps in this procedure shall be followed and the time limits shall be considered as maximum periods and shall be adhered to unless the parties mutually agree in writing to extend such limits. Saturdays and Sundays, or days scheduled off in lieu thereof, and holidays as defined in the Agreement shall not be considered and counted in establishing the time limitations.

11.4 In the event an appeal is not timely filed in writing pursuant to the terms of Steps 2 and 3, the decision at the prior Step shall be final and the matter shall be considered closed.

11.5 Any grievance which cannot be settled through the procedure established in Sections 11.1 through 11.4 of this Article shall be settled by arbitration. An arbitrated case shall be heard and decided by an arbitrator mutually agreeable to the parties. The decision of the arbitrator shall be final and binding on the parties and the arbitrator's fees and expenses shall be born equally by the Borough and the appellant. If the parties cannot agree upon an arbitrator, PERC shall be utilized.

11.6 The arbitrator shall have no power to add to, subtract from or alter, amend or modify any of the terms and provisions of this Agreement or of any written agreement made supplementary hereto.

11.7 If the nature of the employee's grievance is such that it is cognizable before both an arbitrator as set forth above and the New Jersey Department of Personnel or PERC, the employee shall be required to elect which forum he or she wished to have the grievance heard before and such election shall be final. The purpose of this provision is to prevent an employee from receiving an adverse decision either from an arbitrator or from the New Jersey Department of Personnel or PERC and then filing a grievance before the other agency based upon the same factual circumstances.

## ARTICLE XII

### VACATIONS

12.1 Each employee shall receive a paid vacation in accordance with the following schedule:

- A. From the date of hiring through December 31 of the year of hire - one (1) day for each month of employment;
- B. From January 1 of the first full calendar year after date of hire through December 31 of the fourth full calendar year after date of hire - Twelve (12) days;
- C. From January 1 of the fifth full year after date of hire through December 31 of ninth full calendar year after date of hire - Fifteen (15) days;
- D. From January 1 of the tenth full calendar year after date of hire through December 31 of fourteenth full calendar year after date of hire - Twenty (20) days;
- E. From January 1 of the fifteenth full year after date of hire and thereafter - Twenty-five (25) days; and
- F. From January 1 of the twentieth full calendar year after date of hire and thereafter - Thirty (30) days.

12.2 In the event an employee resigns, retires or dies during a calendar year, his or her vacation shall be proportionately adjusted, with vacation pay awarded to the employee or in the case of negative vacation, be paid to the Borough by the employee. Vacation leave may be accumulated for not in excess of two (2) years.

## **ARTICLE XIII**

### **MATERNITY LEAVE**

13.1 Maternity leave, without pay and without loss of seniority and other employee rights, shall be granted by the Borough upon written request by a pregnant employee, for up to six (6) months. An additional six (6) month period may be granted within the Borough's discretion.

## ARTICLE XIV

### FAMILY LEAVE

14.1 Full-time employees, who have been employed by the Borough for at least twelve (12) months with at least 1,000 base hours of work during the immediately preceding twelve (12) month period, shall be entitled to family leave without pay for up to twelve (12) weeks under Federal and State law. Employees requesting leave shall utilize the same procedures outlined for leaves of absence without pay. **The Borough of Fort Lee Employee Handbook** is hereby incorporated by reference in this Agreement.

## ARTICLE XV

### HOLIDAYS

15.1 A day off, with pay, shall be granted to each employee on the following days:

New Years Day	Martin Luther King's Birthday	President's Day
Good Friday	Memorial Day	Independence Day
Labor Day	Columbus Day	Election Day
Veteran's Day	Thanksgiving Day	Friday after Thanksgiving
Christmas Day	Floating Holiday	

15.2 If a holiday falls on a Saturday, it shall be observed on the preceding Friday; if it falls on a Sunday, it shall be observed on the succeeding Monday. No holiday leave shall be accumulated beyond the next calendar year.

15.3 If, as part of the regular shift, an employee is required to work on a holiday, the employee shall receive another day off at the employee's option on which to celebrate the holiday, provided that the Department Head approves, which approval shall not be unreasonably withheld. The day off under this section shall be in lieu of any holiday pay provided in Section 15.1 herein.

15.4 A floating holiday shall be subject to the same restrictions as a Personal leave day, described previously in this Agreement.

## **ARTICLE XVI**

### **WORK AND OVERTIME**

16.1 The regularly scheduled work week shall be the same as the regularly scheduled work week of the workers whom each Department Head supervises.

16.2 The parties recognize that the nature of the employees' duties may require the employees to perform supervisory duties not within the regularly scheduled work week. The employees shall provide those supervisory services when the nature of the work so requires.

16.3 The Borough shall have the right to institute a program of opening the Municipal Building for business one (1) night each week. The employees shall work an altered schedule that day so long as there shall be no split shift. No additional compensation shall be required. Volunteers shall be used to fill the necessary assignments, providing there are qualified volunteers to perform the necessary work, before involuntary assignments are made.

## ARTICLE XVII

### REPRESENTATION FEE IN LIEU OF DUES

17.1 Pursuant to N.J.S.A. 34A:14A-5.5 et seq., the Borough of Fort Lee agrees to withhold 85% of the regular membership dues charged by the Union so its members from the salaries of those Borough employees covered by this Agreement who have not executed authorizations permitting the Borough to withhold the full amount of the Union's dues charged to its members and shall forward that amount to the Union provided the Union complied with the requirements of the same statute.



## ARTICLE XVIII

### EFFECTIVE DATE AND DURATION

18.1 This Agreement shall become effective as of January 1, 2002 and shall remain in full force and effect through December 31, 2005, except as otherwise set forth herein.

18.2 In the event the parties do not enter into a new Agreement on or before midnight December 31, 2005, then this Agreement shall continue in full force and effect until a new Agreement is executed.

18.3 The parties agree that they will exchange written proposals for any proposed changes in this Agreement on or before September 30, 2005, and that they will thereafter meet and negotiate in an effort to determine the terms of a new Agreement. The Union agrees to select no more than five (5) persons to represent them in connection with said negotiations.

BOROUGH OF FORT LEE

N.J.E.L.U., Local No. 11

By:

Peggy E Thomas

By:

Bill

ATTEST:

FORT LEE DEPARTMENT HEAD UNIT

Cheryl Wesley

By:

Joseph Vaccaro

WITNESS:

By:

By:

DATED:

11/7/02

**SCHEDULE A**  
**DEPARTMENT HEAD UNIT**

<u>DATE OF HIRE</u>	<u>TITLE</u>	<u>NAME</u>
07/03/95	Director of Human Services	Jillian Raimondo
04/24/73	Rent Regulations Officer	Phyllis Saleh
02/05/82	Police and Fire Signal System Superintendent	Donald Sauvageot
09/16/74	Certified Municipal Court Administrator	Barbara Martinetti
05/27/80	Director of Maintenance & Repairs/ Safety Coordinator	Joseph Vaccaro
04/29/91	Construction Code Official/Building Sub- Code Official/Zoning Officer	Erik Swanson
06/21/78	Fire Official/Fire Protection Sub-Code Official	James Carney
06/29/92	DPW/Parks Superintendent/Building Superintendent/Outreach Coordinator	Anthony Lione
11/01/88	Supervisor of Senior Citizen Activities  Purchasing Agent  Supervisor of Accounts	Barbara Wyman
01/29/73	Superintendent of Recreation/ Coordinator of Public Events	Cheryl Westeyn
06/29/92	Director of Public Works/Recycling	Daniel Kingcaid *retired 11/2002
12/11/92	Deputy Emergency Management Coordinator	Joseph Licata

**SCHEDULE C-1**

**DEPARTMENT HEAD UNIT**

**JANUARY 1, 2002 THRU DECEMBER 31, 2002**

<b><u>TITLE</u></b>	<b><u>BASE PAY AS OF 01/01/02</u></b>
Director of Human Services	\$54,029
Rent Regulations Officer	\$59,892
Supervisor of Accounts	
Police and Fire Signal System Superintendent	\$72,263
Certified Municipal Court Administrator	\$86,519
Director of Maintenance & Repairs/ Safety Coordinator	\$90,690
Construction Code Official/Building Sub-Code Official/Zoning Officer	\$91,202
Fire Official/Fire Protection Sub-Code Official	\$88,229
DPW/Parks Superintendent/ Building Superintendent/Outreach Coordinator	\$94,124
Supervisor of Senior Citizen Activities	\$54,029
Purchasing Agent	
Superintendent of Recreation/ Coordinator of Public Events	\$73,199
Director of Public Works/ Recycling	\$96,451
Deputy Emergency Management Coordinator	\$54,029

In addition to the annual base salary, a \$600.00 stipend shall be added pursuant to Article 5.6.

**SCHEDULE C-2**

**DEPARTMENT HEAD UNIT**

**JANUARY 1, 2003 THRU DECEMBER 31, 2003**

<b><u>TITLE</u></b>	<b><u>BASE PAY AS OF 01/01/03</u></b>
Director of Human Services	\$56,221
Rent Regulations Officer	\$62,305
Supervisor of Accounts	
Police and Fire Signal System Superintendent	\$75,139
Certified Municipal Court Administrator	\$89,929
Director of Maintenance & Repairs/ Safety Coordinator	\$94,257
Construction Code Official/Building Sub-Code Official/Zoning Officer	\$94,788
Fire Official/Fire Protection Sub-Code Official	\$91,704
DPW/Parks Superintendent/ Building Superintendent/Outreach Coordinator	\$97,820
Supervisor of Senior Citizen Activities	\$56,221
Purchasing Agent	
Superintendent of Recreation Coordinator of Public Events	\$76,110
Director of Public Works/ Recycling	
Deputy Emergency Management Coordinator	\$56,221

In addition to the annual base salary, a \$600.00 stipend shall be added pursuant to Article 5.6.

**SCHEDULE C-3**

**DEPARTMENT HEAD UNIT**

**JANUARY 1, 2004 THRU DECEMBER 31, 2004**

<u><b>TITLE</b></u>	<u><b>BASE PAY AS OF 01/01/04</b></u>
Director of Human Services	\$58,354
Rent Regulations Officer	\$64,651
Supervisor of Accounts	
Police and Fire Signal System Superintendent	\$77,934
Certified Municipal Court Administrator	\$93,243
Director of Maintenance & Repairs/ Safety Coordinator	\$97,722
Construction Code Official/Building Sub-Code Official/Zoning Officer	\$98,271
Fire Official/Fire Protection Sub-Code Official	\$95,079
DPW/Parks Superintendent/ Building Superintendent/Outreach Coordinator	\$101,409
Supervisor of Senior Citizen Activities	\$58,354
Purchasing Agent	
Superintendent of Recreation/ Coordinator of Public Events	\$78,939
Director of Public Works/ Recycling	
Deputy Emergency Management Coordinator	\$58,354

In addition to the annual base salary, a \$600.00 stipend shall be added pursuant to Article 5.6.

**SCHEDULE C-4**

**DEPARTMENT HEAD UNIT**

**JANUARY 1, 2005 THRU DECEMBER 31, 2005**

<u><b>TITLE</b></u>	<u><b>BASE PAY AS OF 01/01/05</b></u>
Director of Human Services	\$60,562
Rent Regulations Officer	\$67,080
Supervisor of Accounts	
Police and Fire Signal System Superintendent	\$80,828
Certified Municipal Court Administrator	\$96,672
Director of Maintenance & Repairs/ Safety Coordinator	\$101,307
Construction Code Official/Building Sub-Code Official/Zoning Officer	\$101,876
Fire Official/Fire Protection Sub-Code Official Building Superintendent/Outreach Coordinator	\$98,572
DPW/Parks Superintendent/ Building Superintendent/Outreach Coordinator	\$105,124
Supervisor of Senior Citizen Activities	\$60,562
Purchasing Agent	
Superintendent of Recreation/ Coordinator of Public Events	\$81,868
Director of Public Works/ Recycling	
Deputy Emergency Management Coordinator	\$60,562

In addition to the annual base salary, a \$600.00 stipend shall be added pursuant to Article 5.6.